

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION

CURT SIMPSON,

Plaintiff,

vs.

THE WORSTER GROUP LLC, TACO
DEL SOL, INC., and FAST TRIP, INC.,

Defendants.

CV 19–198–M–DLC

ORDER

Before the Court is the parties’ Stipulation for Dismissal Without Prejudice. (Doc. 35.) The parties have also filed a copy of their settlement agreement. (Doc. 39.) The parties request the Court dismiss the case without prejudice first, and then, once the terms of the settlement agreement have been fully discharged, they indicate they will move to dismiss the case with prejudice. (Doc. 35 at 2.)

Under *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994), a district court may retain jurisdiction to enforce the terms of a settlement agreement even when a case is dismissed with prejudice. Although the parties request that the case be dismissed *without* prejudice first, the Court fails to see how they can subsequently seek dismissal *with* prejudice of an already-dismissed case. Accordingly, the Court will dismiss this case with prejudice but retain jurisdiction.

IT IS ORDERED that this case is DISMISSED WITH PREJUDICE. The Court retains jurisdiction to enforce the terms of the settlement agreement. (Doc. 39.)

DATED this 3rd day of September, 2020.



Dana L. Christensen, District Judge
United States District Court